

MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF CONNECTICUT JUDICIAL BRANCH  
AND  
CONNECTICUT STATE DEPARTMENT OF CHILDREN AND  
FAMILIES

**RSVP / RCM Evaluation**

**September 1, 2011 – August 31, 2012**

**WHEREAS**, the Connecticut Department of Children and Families (hereinafter, DCF), the State of Connecticut Judicial Branch (hereinafter, Judicial Branch), and the Connecticut Department of Mental Health and Addiction Services (hereinafter, DMHAS) currently are jointly funding the Recovery Specialist Voluntary Program (hereinafter, RSVP) and Recovery Case Management (RCM) project to intervene with court-involved families served by the Superior Court for Juvenile Matters at Bridgeport, Willimantic and New Britain; and

**WHEREAS**, DCF currently contracts for RSVP / RCM services in these areas; and

**WHEREAS**, Dr. Jane Ungemack, Assistant Professor in the Department of Community Medicine and Health Care at the University of Connecticut Health Center (hereinafter, UCHC) is identified as the Independent Evaluator for the RSVP / RCM project to conduct a process evaluation; and

**WHEREAS**, a process evaluation of the RSVP / RCM project will track and document the RSVP / RCM project's progress and challenges in improving outcomes for DCF-involved families at risk of out-of-home placement; and

**WHEREAS**, this Agreement **is retroactive to September 1, 2011 and** covers the period from **September 1, 2011 – August 31, 2012**.

**NOW, THEREFORE**, DCF and the Judicial Branch hereby agree to fund and collaborate on the RSVP / RCM Evaluation Project as follows:

**1. Funding of the RSVP / RCM Evaluation:**

The funding for the RSVP evaluation for the term of this agreement is \$90,000, which includes \$30,000 in carry over funds from the previous MOA (July 1, 2010 - August 30, 2011). Funding for the \$60,000 for the term of this agreement is contingent upon transfer of funds from DMHAS and the Judicial Branch to DCF.

## **2. Judicial's Responsibilities: Transfer of Funds**

- Upon execution of this agreement, the Judicial Branch shall transfer \$20,000.00 to DCF for the period 9/1/11 – 8/31/12 for Dr. Ungemack's evaluation in accordance with the Memorandum of Agreement between DCF and UCHC, a copy of which is attached hereto as Appendix A and made a part hereof.
- Upon receipt and acceptance of a CORE-CT transfer invoice (generated by DCF), the Judicial Branch agrees to pay the aforementioned fee in one payment.
- Upon termination of the Judicial Branch's participation or completion of this Agreement, whichever occurs first, the Judicial Branch shall be refunded its proportional share of any unexpended funds to that point in time.

## **3. DCF's Responsibilities:**

- DCF agrees to pay UCHC upon receipt of payment by Judicial.

## **4. Confidentiality**

In recognition that the Judicial Branch's records and information regarding juveniles are confidential by operation of law, prior to the UCHC's staff accessing such records and information, UCHC shall agree on behalf of itself and its staff that (1) they shall not access any data, files, records, computers or systems not required for the performance of its duties under Appendix A, (2) they shall not advertise, advertise for sale, sell, rent, or disclose in any form or use any information obtained from or by the work performed pursuant to the agreement attached hereto as Appendix A except as authorized by that Agreement, and (3) no UCHC staff shall access the data provided pursuant to this Agreement unless the person has been approved by Judicial.

UCHC shall instruct each person who shall work on or with the Judicial data of the confidentiality provisions of this Agreement including, but not limited to, the prohibition to access, use or disclose information as set forth above.

The UCHC staff shall ensure that any notes, records or recordings of Judicial Branch information that contain any data that may reasonably reveal confidential information shall be kept in a secure area and shall be available only to such staff. The staff shall encode the names and other information that may reveal a person's identity in such notes or recordings and design a system, acceptable to Judicial, to reasonably ensure the confidentiality of the notes, records, encoding and decoding systems. The UCHC staff shall turn over to Judicial such notes, recordings, encoding and decoding systems upon termination of this Agreement.

Except as required for the performance of duties in accordance with Appendix A, the UCHC staff shall not make known to any person or entity any information which could reasonably identify or invade the privacy of any person who, or entity which, is the subject of information disclosed pursuant to the terms of this Agreement. Notwithstanding the foregoing, the UCHC staff shall permit any duly authorized representative of the Judicial Branch to examine any information collected or recorded by the UCHC staff pursuant to this Agreement and shall provide Judicial, upon request, research data, data collection sheets, notes of computer and court records, and copies of computer programs, databases and other products. The foregoing confidentiality provisions shall survive the termination of the Agreement.

It shall be the sole responsibility of UCHC to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of the Agreement attached hereto as Appendix A, protects the privacy of confidential information.

The UCHC staff shall provide Judicial, with copies of all final reports, publications, computer programs, databases or other products resulting from or pertaining to this Agreement, including Appendix A.

## **5. Sanctions**

The Researchers shall be warned by UCONN about the crucial need for maintaining the confidentiality of certain data with which they will be working. Should a breach of privacy or confidentiality occur, sanctions against the person(s) responsible may include, but are not limited to, written reprimand, suspension, or dismissal from employment, a finding of contempt and termination of this Agreement, in addition to any other penalty which may be imposed in accordance with the Connecticut General Statutes.

## **6. Interviews with Stakeholders**

Notwithstanding anything herein to the contrary, the decision of whether judges participate in stakeholder interviews shall be solely in the discretion of the individual judge.


## **7. Termination of this Agreement**

This agreement may be terminated by either party upon a 90-day written notice to the other party or upon any date mutually agreed to in writing by both parties.

## SIGNATURES



The persons affixing their signatures herewith enter into this Agreement:

### **STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES APPROVED AS TO FORM**

  
MARTIN R. LIBBIN  
DEPUTY DIRECTOR


1/26/12  
DATE

### **STATE OF CONNECTICUT, JUDICIAL BRANCH**

  
P.L. Carroll  Deputy  
BARBARA M. QUINN, JUDGE  
CHIEF COURT ADMINISTRATOR

1-30-12  
DATE

### **STATE OF CONNECTICUT, DEPARTMENT OF CHILDREN AND FAMILIES**

  
Joette Katz  
Commissioner  
Department of Children and Families

12/29/11  
DATE


## ORDER

The court, having determined in accordance with C.G.S. § 46b-124 that the University of Connecticut Health Center's staff identified in the foregoing Agreement (hereinafter, UCHC staff) have a legitimate interest in obtaining and reviewing the data requested in order to conduct a process evaluation of the Recovery Specialist Voluntary Program, it is hereby ordered that the Judicial Branch may disclose to the approved UCHC staff the information required for the performance of the attached Agreement. Except as otherwise provided therein, all data disclosed pursuant to the Agreement shall not be directly or indirectly further disclosed. Failure to comply with this order may result in sanctions permitted by the terms of the Agreement.

Approved and so ordered:

SUPERIOR COURT  
STATE OF CONNECTICUT  
JUDICIAL BRANCH

By:

  
Barbara M. Quinn, Judge

P.L. Carroll, Judge  
Dep. Chief Court Admin.

Date

1-30-12

# **Appendix A**

**MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
STATE OF CONNECTICUT  
DEPARTMENT OF CHILDREN AND FAMILIES  
AND  
SCHOOL OF MEDICINE  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
DEPARTMENT OF COMMUNITY MEDICINE AND HEALTH CARE**

**Evaluation of RSVP / RCM**

**August 31, 2011 - August 30, 2012**

**WHEREAS**, the Connecticut Department of Children and Families (DCF), the State of Connecticut Judicial Branch, and the Connecticut Department of Mental Health and Addiction Services (DMHAS) currently are jointly funding the Recovery Specialist Voluntary Program (RSVP) and Recovery Case Management (RCM) projects to intervene with court-involved families served by the Superior Courts for Juvenile Matters at Bridgeport, Willimantic and New Britain; and

**WHEREAS**, the Connecticut State Department of Children and Families (DCF) currently contracts for RSVP / RCM services in these areas; and

**WHEREAS**, Dr. Jane Ungemack, Assistant Professor in the Department of Community Medicine and Health Care, the University of Connecticut Health Center, is identified as the Independent Evaluator for RSVP / RCM project to conduct a process evaluation; and

**WHEREAS**, a process evaluation of the RSVP / RCM project will track and document the RSVP / RCM project's progress and challenges in improving outcomes for DCF-involved families at risk of out-of-home placement; and

**WHEREAS**, this agreement will be in effect from August 31, 2011 - August 30, 2012.

**WHEREFORE**, the Department of Children and Families (DCF), the Judicial Branch, and the Department of Mental Health and Addiction Services (DMHAS) with the University of Connecticut Health Center, Department of Community Medicine and Health Care (UCHC) agree to fund and collaborate on the RSVP / RCM Project as follows:

**1. UCHC's responsibilities:**

- Dr. Ungemack and her staff will work with the RSVP / RCM collaborators from DCF, DMHAS and the Court to further define the activities necessary to successfully implement the program, identify key stakeholders and their expectations and roles, and relevant constructs and variables to measure outcomes of the program.
- Overall and site-specific data pertaining to the environmental context of the program implementation, the nature and quantity of program inputs, and the factors that

~~facilitate or hinder the accomplishment of the project objectives, as well as quantitative data measuring program activities, participants and performance will be collected.~~

- The evaluator will review pertinent data variables from DCF's Child Protective Services, the Court and DMHAS's adult substance abuse treatment services to recommend measures to include in an outcomes analysis of RSVP / RCM.
- UCHC shall not use any of the files' information for any purpose other than performance of the services covered by this Agreement.

## **2. Funding:**

The funding for the RSVP evaluation for the term of this agreement is \$90,000, which includes \$30,000 in carry over funds from the previous MOA (July 1, 2010 - August 30, 2011). Funding for the \$60,000 for the term of this agreement is contingent upon transfer of funds in the amount of \$20,000 each from DMHAS and the Judicial Branch to DCF.

## **3. DCF's responsibilities: Transfer of Funds**

- DCF shall reimburse the UCHC a fee not to exceed \$60,000.00 for the period 8/31/11 - 8/30/12 for Dr. Ungemack's evaluation. This amount will include the personnel costs for evaluation staff, in-state travel, as needed, and other expenses necessary to conduct the evaluation as outlined in the attached budget labeled as Exhibit 1.
- The aforementioned fee will be paid through transfer invoice in three payments upon receipt and acceptance by DCF of CORE-CT generated invoices and fiscal reporting stated as follows:
  - The invoices shall be submitted to the Contract Manager, Tere Foley, or her designee at DCF.
    - The first invoice for \$20,000.00 shall be submitted by UCHC to DCF upon execution of this agreement.
    - An invoice in the amount of \$20,000.00 shall be submitted by UCHC to DCF on or before January 30, 2012.
    - The final invoice shall be submitted by UCHC to DCF no later than June 5, 2012, and shall be predicated on the remaining expenditures incurred during this MOA period not previously reimbursed up to the budgeted remainder of the \$60,000.00. A fiscal report of all expenditures incurred during this agreement period must accompany the final invoice.
  - Quarterly cumulative expenditure reports based on the approved budget shall be submitted to DCF in accordance to the following schedule:
    - December 30, 2011 covering 8/31/11 - 11/30/11
    - March 30, 2012 covering 12/1/11 - 2/29/12
    - June 30, 2012 covering 3/1/12 - 5/31/12
    - September 30, 2012 covering 6/1/12 - 8/30/12
- Any unexpended funds remaining after 8/30/12 shall be returned to DCF on or before September 30, 2012.

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- This Agreement may be terminated by all parties upon a 90-day written notice to the other party or upon any date mutually agreed to in writing by both parties.

#### **4. Confidentiality**

In recognition that the Judicial Branch's and DCF's records and information regarding child protection proceedings are confidential by operation of law (*see* Conn. Gen. Stat. §17a-28; Conn. Gen. Stat. §46b-140), prior to the UCHC's staff accessing such records and information, UCHC shall agree on behalf of itself and its staff that (1) they shall not access any data, files, records, computers or systems not required for the performance of its duties under this Agreement, (2) they shall not advertise, advertise for sale, sell, rent, or disclose in any form or use any information obtained from or by the work performed pursuant to this Agreement except as authorized by this Agreement, and (3) no UCHC staff shall access the data provided pursuant to this Agreement unless the person has been approved by Judicial.

UCHC shall instruct each person who shall work on or with the Judicial data of the confidentiality provisions of this Agreement including, but not limited to, the prohibition to access, use or disclose information as set forth above.

The UCHC staff shall ensure that any notes, records or recordings of Judicial Branch or DCF information that contain any data that may reasonably reveal confidential information shall be kept in a secure area and shall be available only to such staff. The staff shall encode the names and other information that may reveal a person's identity in such notes or recordings and design a system, acceptable to Judicial and DCF, to reasonably ensure the confidentiality of the notes, records, encoding and decoding systems. The UCHC staff shall turn over to Judicial or DCF such notes, recordings, encoding and decoding systems upon termination of this Agreement.

Except as required for the performance of duties in accordance with this Agreement, the UCHC staff shall not make known to any person or entity any information which could reasonably identify or invade the privacy of any person who, or entity which, is the subject of information disclosed pursuant to the terms of this Agreement.

Notwithstanding the foregoing, the UCHC staff shall permit any duly authorized representative of the Judicial Branch or DCF to examine any information collected or recorded by the UCHC staff pursuant to this Agreement and shall provide Judicial and DCF, upon request, research data, data collection sheets, notes of computer and court records, and copies of computer programs, databases and other products.

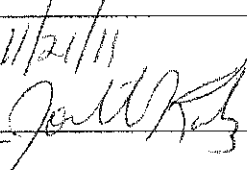
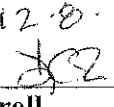
It shall be the sole responsibility of UCHC to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of this Agreement, complies with the provisions of this Agreement..

The UCHC staff shall provide Judicial and DCF, with copies of all final reports, publications, computer programs, databases or other products resulting from or pertaining to this Agreement.



## SIGNATURES

The persons affixing their signatures herewith enter into this Agreement:

|  |  |
|--|--|
| <b>Date</b> 11/21/11<br><b>Signature</b>  | <b>Date</b> 12-8-11<br><b>Signature</b>                  |
| <b>Joette Katz</b><br><b>Commissioner</b><br><b>Department of Children and Families</b>                                    | <b>Dana Carroll</b><br><b>Director</b><br><b>Office of Research and Sponsor Programs</b><br><b>University of Connecticut Health Center</b> |